



# TERMS AND CONDITIONS

Last updated September 8<sup>th</sup>, 2021

## Table of Contents

|                                          |   |
|------------------------------------------|---|
| 1. General.....                          | 3 |
| 2. Copyright and Trademarks.....         | 3 |
| 3. Access.....                           | 3 |
| 4. Account Registration.....             | 4 |
| 5. Terms of Sale.....                    | 4 |
| 5.1. The Contract.....                   | 4 |
| 5.2. Pricing.....                        | 4 |
| 5.3. Discounts.....                      | 4 |
| 5.4. Payment.....                        | 5 |
| 5.5. Availability and Exceptions .....   | 5 |
| 5.6. Shipping.....                       | 5 |
| 5.7. Customs.....                        | 6 |
| 5.8. Returns & Cancellations.....        | 6 |
| 6. Disclaimer.....                       | 7 |
| 7. Indemnity.....                        | 8 |
| 8. Invalidity.....                       | 8 |
| 9. Waiver .....                          | 8 |
| 10. Governing Law and Jurisdiction ..... | 8 |
| 11. Entire Agreement.....                | 8 |

## 1. General

The following terms and conditions (the "Terms") together with the Product Purchase Order (the "Purchase Order" and collectively, the "Agreement") govern all use of the gkauthentic.com website (the "Website") and all content, services, features, activities, and products provisioned through the Website.

The terms "Client", "User", "You" and "Your" refer to the website user or visitor. By using the services provisioned through this Website (the "Services") or purchasing products (the "Goods"), You agree to be bound by the Terms of Service and All Terms, Policies and Guidelines Incorporated into the Terms of Service by reference.

THIS AGREEMENT IS LEGALLY BINDING AND CONDITIONS YOUR USE OF THE PRODUCTS OR SERVICES. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT PURCHASE OUR GOODS OR SERVICES.

The services are owned and operated by GK Authentic. The terms "GKA", "We", "Our", refer to GK Authentic. GKA reserves the right to change the terms and conditions at any time without prior notice. You are advised to check the Terms regularly to take notice of any applicable changes.

The use of this Website is subject to the following terms of use.

## 2. Copyright and Trademarks

The Website contains material that is owned by or licensed to GKA. This material includes but is not limited to the design, appearance, graphics and imagery. The intellectual property rights in all software and content made available to you on or through this Website remain the property of GKA or its licensors and are protected by intellectual property and copyright laws and treaties. All such rights are reserved by GKA and its licensors. You are not permitted to copy, distribute, manipulate or otherwise reproduce, in any format, any of the content supplied to you or which appears on the Website, nor may you use any such content in connection with any business or commercial enterprise without the prior written permission of GKA.

Except where expressly stated to the contrary all persons (including their names and imagery), third party trademarks and images of third party goods featured on the Website are in no way associated, linked or affiliated with GKA. Any trademarks featured on the Website are owned by their respective trademark owners. Where a trademark or brand name is referred to on the Website, it is used solely to describe or identify the goods and services on offer and is in no way an assertion that such goods or services are endorsed by or connected to GKA.

## 3. Access

Access to Goods and Services via the website is provisioned on a best effort basis only. GKA reserves the right to suspend or amend the services without prior notice.

GKA will not be held liable for any reason if the Website is unavailable at any time or for any period. From time to time, we may temporarily suspend access to the Website for maintenance or development.

## **4. Account Registration**

Whilst Account Registration is open to anyone, the facility is provisioned for GKA customers intending to buy GKA Products or Services only. GKA reserves the right to restrict access to, close and permanently delete customer accounts deemed necessary to do so.

## **5. Terms of Sale**

In placing an order on the Website, You are committing to purchase goods or services from GKA. You are then subject to the following terms and conditions;

### ***5.1. The Contract***

By placing an order via the Website, You undertake that all details you provide are true and accurate. When you place an order, you will receive an order acknowledgement via email. This email will not constitute our acceptance of your order, merely the acknowledgement.

A contract between us will not be formed until we have received your order and received payment in full as cleared funds against the order. Following this, a binding legal contract is created, subject to your right of cancellation. GKA reserves the right to cancel any order and for any reason deemed reasonable.

### ***5.2. Pricing***

The price you pay against ordered goods will be as listed on the Website at the time an order is placed, plus any additional costs such as shipping where relevant. All prices listed are currently exclusive of VAT irrespective of the destination.

Shipping carries a predetermined flat charge per item based on the size and weight of the package. The shipping cost is calculated based on the size, weight and destination region.

Free of charge shipping cost is offered at our discretion to all customers provided that a minimum order value is reached inclusive of any promotional discounts being applied. The minimum order value differs per region because the postage cost also differs per region. Any such offer will be visible to the customer at the time of checkout and will be automatically calculated and applied during the checkout process on behalf of the customer.

### ***5.3. Discounts***

GKA has provisioned the facility to offer promotional discounts to its customers from time to time. At our sole discretion, we may from time to time offer promotional discount codes which may apply in respect of any, or certain specified, purchases made through the Website.

The conditions of use relating to any discount code will be specified at the time of issue. Only a single discount code is permitted to be used against each order. Discount codes do

not apply to goods on sale or shipping. Valid discount codes must be applied at the checkout and will not be accepted retrospectively.

GKA reserves the right to vary the terms at any time.

#### **5.4. Payment**

Payment for the goods (and where applicable shipping charges) can be made by any method provisioned on the Website. We have provisioned PayPal, Stripe and Amazon Pay payment gateways for your convenience. It is your responsibility to ensure that you are authorised to make the required payment for the goods being ordered and that there are sufficient funds in your account to cover the cost and shipping of the goods.

Goods will not be dispatched until payment of cleared funds is received in full.

#### **5.5. Availability and Exceptions**

All orders are subject to availability. The Website has the facility to list available stock, however, stock count errors can and do occur from time to time. If any ordered goods are not available, GKA will inform the client as soon as possible and offer an alternative or, the option to cancel those goods and where applicable issue a refund.

In the event a pricing error exists against goods that the client has ordered, GKA will inform the client of the discrepancy as soon as possible and at its sole discretion either, accept the order as is or, give the client the choice of accepting the order at revised price or cancelling the order. In the event GKA is unable to contact the client or, we do not receive a revised order acceptance within 10 working days, GKA will cancel the order. If an order or, part of an order is cancelled where the client has already paid for the goods, GKA will issue a full refund via the same payment gateway used to make the initial payment against the goods concerned.

#### **5.6. Shipping**

GKA does not allow the shipment of goods to International PO Box or dropbox addresses. Shipping of goods is only accepted to full postal residential and/or company addresses. Failure to provide sufficient shipping information may result in the delay or cancellation of your order.

Supported shipping destinations are offered at checkout. In summary supported destinations are currently Africa, Europe, North America and South America. If you are located outside of those regions and wish to place an order with us, please first contact us at [sales@gkauthentic.com](mailto:sales@gkauthentic.com), or via our sales enquiry [contact form](#) through the Website.

To minimise the cost to the client, we have opted to ship goods via the United Kingdom's Royal Mail 2<sup>nd</sup> class standard delivery service. This service carries estimate delivery timescales of up to 10 working days in the UK and up to 20 working days to International destinations, typically however timescales are shorter than stated. Do not be alarmed if your order does take longer than usual to arrive in such instances and please take this into account when ordering or raising a query with GKA.

Delivery times are not guaranteed and are subject to delays resulting from postal processing, Customs processing (where relevant) or, force majeure. GKA does not accept any responsibility beyond proof of shipment of goods in such cases and reserves the right at its sole discretion to determine what is a reasonable course of action such as; send a replacement, credit the client or, where deemed fair take no further action.

If GKA has sent a replacement against a claimed lost shipment that is delivered at a later date, it is the client's responsibility to inform GKA of this. Not doing so will be considered theft; therefore GKA reserves the right to take suitable action against the client for the recovery of sums of money or goods in such cases.

Please note that in the event a recipient is not available at the time of delivery parcels may be left with a neighbour, held at the local post office or, postal collection points.

### **5.7. Customs**

Orders placed from outside of the UK and EU zones are subject to import duties, taxes and fees levied according to the recipient country's customs policies and laws. It is the buyer's responsibility to be aware and to take this consideration when placing an order with GKA.

Customs authorities may open and inspect packages. Customs processing may cause indefinite delays to delivery. Typically the shipping agent or the local customs office will contact the client where a tax bill applies which must be settled before the goods can be released for delivery. GKA is unable to contact customs authorities on behalf of the client.

The buyer accepts responsibility for goods held in customs as a result of not settling a required tax bill. GKA cannot be held responsible for the payment and release of goods held in customs. Furthermore, GKA will not issue a refund based on non-delivery under these circumstances.

### **5.8. Returns & Cancellations**

GKA honours the client's statutory right to return goods or cancel an order up to 30 calendar days from receipt of goods, in line with the Consumer Rights Act 2015, against new goods purchased from us which are found to be damaged, defective or, are simply unsuitable.

Rest assured that if you are not entirely satisfied with your purchase, we are here to help.

Given the nature of the goods, however, we insist on applying the following conditions:

- Goods must be returned in original packaging and labels attached where applicable.
- Goods must not have been worn or otherwise modified from the condition they were supplied in.
- Given the nature of the goods, items should not have been in direct contact with the skin. To comply with this condition, existing clean underwear is expected to be worn under the product during test fitting.
- A duty of care must be shown to not leave a new item for which a decision to keep or return has not been made on a piece of furniture and/or bedding for any time on

the grounds of hygiene. Please always use the supplied packaging to comply with this condition.

Other General returns conditions:

- Once a return is initiated and we receive the returned goods, we will inspect them and will immediately notify you of the status of the refund.
- For security and traceability, refunds will be issued back to the original method of payment only.
- In the unlikely event that we supply damaged goods, GK Authentic will take responsibility for the return shipping costs. In all other events, the responsibility for return shipping costs sits with the client.
- International shipping costs are non-refundable.

To exercise your right of cancellation, you are required to give written notice to GKA via a [return form](#) available on the Returns Policy page on the Website.

The client does not have the right to cancel the order if the goods have been worn or washed, unless, the only way to discover a quality-related issue was by wearing or washing the goods.

The client may return or exchange goods in line with the GKA return policy. GKA will only accept the returns of goods where the conditions of the GKA returns policy are being met in full.

Goods can be returned for exchange of different sizes or colours of the same product using the returns form and return process outlined in our returns policy. Where the client wishes to exchange one product for a different product, GKA will issue a refund against the original item(s) or order. The client will then be required to place a new order for the alternative product they wish to obtain via the website.

GKA will issue a refund within 14 days of receipt and inspection of returned goods. Refunds will be issued back to the payment gateway account or card used to make the initial payment against the original order.

## 6. Disclaimer

Materials and content displayed on this website are provided without any guarantees, conditions or, warranties as to its accuracy, timeliness, performance, completeness or, suitability.

The user acknowledges that such materials and content may contain inaccuracies and GKA expressly excludes any liability for any such errors to the fullest extent permitted by law, unless expressly stated to the contrary. We shall not be liable for any damages whatsoever arising out of, related to the use, inability to use, performance or failures of this website and any material posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

Whilst reasonable efforts are taken to ensure a safe user experience, GKA will not be held liable for any loss or damage caused by a distributed denial-of-service, viruses or other technologically harmful material that may infect the user's computer, computer programs, data or other proprietary material due to the use of this website or, to the downloading of any material posted on this website or, on any third-party website linked to this website.

This does not affect the liability of GKA which cannot be excluded or limited under applicable law.

## **7. Indemnity**

The user agrees to indemnify, defend and hold harmless GKA, its directors, officers, employees and affiliates, from any third party claims, damages or costs including, but not limited to, legal fees arising from the user's use of this website or the user's breach of the GKA terms and conditions outlined herein.

## **8. Invalidity**

If any part of the terms and conditions is unenforceable (including any provision in which GKA exclude our liability to you) the enforceability of any other part of the terms and conditions will not be affected. All other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly.

Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

## **9. Waiver**

If you breach these terms and conditions and GKA take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms and conditions.

## **10. Governing Law and Jurisdiction**

These terms and conditions are to be construed following the laws of England and in the event of any dispute or claim associated with these terms and conditions, that dispute or claim shall be subject to the exclusive jurisdiction of the English courts.

## **11. Entire Agreement**

The above terms and conditions constitute the entire agreement of the parties and supersede any preceding and contemporaneous agreements between you and GKA. Any waiver of any provision of the terms and conditions will be effective only if in writing and signed by a Director of GKA.